



CITY OF SOUTH MIAMI
INVITATION TO QUOTE
ITQ #PR2014-08
LUMP SUM PROPOSAL

THIS IS NOT
AN ORDER

SUBMITTED TO:	City Clerk	PROJECT:	Repaint Playground Structures, Gazebo & Pavilions
NAME:	Maria Menendez, CMC	ADDRESS:	Various Parks, Refer to Scope of Services
ADDRESS:	6130 Sunset Drive	CITY/STATE:	South Miami, FL 33143
CITY/STATE:	Miami, Florida 33134	ISSUE DATE:	Wednesday, May 28, 2014
PHONE:	305-663-6339	E-MAIL:	skulick@southmiamifl.gov
MANDATORY PRE-QUOTE MEETING:	Friday, June 6, 2014 at 10 AM	DUE DATE:	Friday June 13, 2014 at 10 AM

QUOTE SUBMISSION REQUIREMENTS:

Quotes submitted after 10 AM on the due date will not be accepted unless otherwise specified in the quote document of a time change. All quotes will be submitted to the City Clerks Office in a sealed envelope. The label on the envelope needs to read as follows:

City of South Miami
Maria M. Menendez, CMC
6130 Sunset Drive
South Miami, FL 33143

Project Name: Repaint Playgrounds and Gazebo

Must input project name. If label does not have all information above your quote will not be accepted.

INSURANCE REQUIREMENTS :

The CITY'S insurance requirements are attached (**Exhibit 1**). As a condition of award, the awarded vendor must provide a certificate of insurance naming the city as additional insured.

AFFIDAVITS REQUIRED WITH SUBMITTAL: (Exhibit 2)

Respondents must complete and submit with your quote affidavits provided in Exhibit 2.

QUESTIONS:

Any Requests for additional information or questions must be in writing, **emailed by 10 AM local time on June 11, 2014 to the attention of Mr. Steven Kulick, Purchasing Manager at skulick@southmiamifl.gov.**

SCOPE OF WORK DESCRIPTION (TO BE COMPLETED BY CITY):

REFER TO "SCOPE OF SERVICES," COPY ATTACHED
Bids will only be accepted that include quotations during regular working hours.

DESCRIPTION OF WORK TO BE PERFORMED BY CONTRACTOR:

Item Number	Item Description	Unit	Qty	Amount
	<u>Refer to "Scope of Services," Copy Attached</u>			
	(1) During Regular Working Hours, 7 AM to 5 PM, Monday - Friday			
LUMP SUM TOTAL				

Contractor shall furnish all materials and equipment necessary to secure completion of the work. Contractor shall be compensated according to the quote submitted. Contractor is responsible to secure all permits and should be reflected in the Lump Sum quote. Contractor may choose to submit a quote on company letterhead but must be attached to this form.

Mandatory Pre-Quote Meeting is scheduled June 6, 2014 at 10 AM at City Hall Chambers, 6130 Sunset Drive, South Miami, FL 33143. Deadline to submit is: June 13, 2014 at 10 AM.

Print/Type Name:	_____	Phone:	_____
Signature:	_____	Date:	_____
E-mail:	_____	Fax:	_____
Firm Name:	_____	F.E.I.N. No.:	____/____/____/____/____/____/____/____
Address:	_____	City:	_____ State: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER. THE CITY'S REQUEST FOR QUOTES IS FOR THE LOWEST AND MOST RESPONSIVE PRICE. THE CITY RESERVES THE RIGHT TO AWARD THE PROJECT TO THE FIRM CONSIDERED THE BEST TO SERVE THE CITY'S INTEREST.

SCOPE OF SERVICES
ITQ # PR2014-08
Repaint Playground Structures, Gazebos & Pavilions

The work specified in this ITQ consists of furnishing all labor, machinery, tools, and means of transportation, supplies, equipment, materials, and services necessary to perform the following work. The City of South Miami is seeking quotations from experienced and capable parties to repaint five (5) playground structures, two (2) gazebos and two (2) Pavilions, ***refer to “Park Locations” below***. Lump Sum quote must include preparation; including but not limited to: Pressure cleaning, clean down structures and remove oil, grease and loose foreign matter, including mold, mildew, dirt, graffiti, and corrosion products. Contractor will furnish and apply rubberized paint to playground handrails, crossbars, climb ladder, bench supports, roof metals, etc., and the Gazebo at Brewer Park.

Additionally, Contractor will conduct structural repairs and apply two coats of true white oil base paint to the gazebo at Jean Willis Park, and two coats of oil base paint (color TBD by City) to the pavilions at Dante Fascell Park.

Contractor shall ensure each coat of paint is uniform in color, gloss, thickness and texture and free of runs, sags, blisters, or other deformities. Contractor is to place “Wet Paint” notices in and around each structure designated for painting and shall not remove the notices until the paint is dry. Colors to be selected by the City.

Contractor shall furnish all materials and equipment necessary to secure completion of the work, including disposing of materials and equipment necessary to secure completion of the work and should be reflected in Contractor's Lump Sum quote. Colors to be selected by the City.

Note: Bids will only be accepted that included quotations for work performed during regular working hours, 7 AM to 5 PM, Monday – Friday.

The City reserves the right to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or RFP procedure and subject also to the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price.

Park Locations:

Brewer Park
6300 SW 56 Street
South Miami, FL 33143

(1 Playground Structure & 1 Gazebo)

Dante Fascell Park 8600 Red Road South Miami, FL, 33143	<i>(2 Playground Structures & 2 Pavilions)</i>
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Murray Park 5800 SW 66 Street South Miami, FL 33143	<i>(1 Playground Structure)</i>
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Palmer Park 6100 SW 67 "Avenue South Miami, FL 33143	<i>(1 Playground Structure)</i>
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Jean Willis Park 7220 SW 66 Street South Miami, FL 33143	<i>(1 Gazebo)</i>
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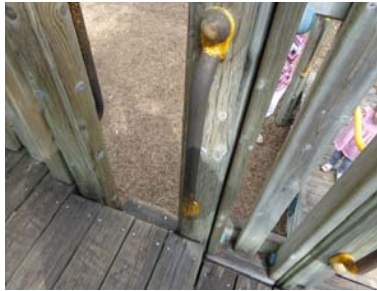
SCOPE OF SERVICES

Photographs: Repaint Playgrounds & Gazebo at Various City Parks

Murray Park



Dante Fascell Park



Palmer Park



Brewer Park



AGREEMENT FOR _____

THIS AGREEMENT, entered into this ____ day of _____, 20____, by the CITY OF SOUTH MIAMI through its City Manager, both of whom shall be hereinafter referred to as the "CITY" where applicable; and _____ with an office and principal place of business located at _____, (hereinafter called the "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY is in need of _____; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide the required good and/or services based on the CONTRACTOR's representations that it is qualified and capable of providing said goods and/or services in a professional and timely manner and in accordance with the CITY's goals and requirements; and

WHEREAS, the CONTRACTOR has agreed to provide the required goods and/or services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1) **ENGAGEMENT OF CONTRACTOR:** Based on the representations of the CONTRACTOR as set out in the following "checked" documents:

(check the box preceding the document to indicate that such document is part of this contract)

- ☐ **CONTRACTOR's** response to the City's written solicitation; or
- ☐ Contractor's proposal or quote.

The CITY hereby retains the CONTRACTOR to provide the goods and/or services set forth in said proposal, quote or response to solicitation, whichever is applicable, as modified by the Contract Documents (hereinafter referred to as the Work").

2) **Contract Documents:** The Contract Documents shall include this Contract and the following "checked documents":

(check the box preceding the document to indicate that such document is part of this contract)

- ☐ General Conditions to Contract,
- ☐ Supplementary Conditions,
- ☐ "other documents" referring to this contract and signed by the parties,
- ☐ the solicitation documents ("hereinafter referred to as "Bid Documents" including any request for bid, proposal or similar request)
- ☐ Scope of Services,
- ☐ Contractor's response to the City's Bid Documents,
- ☐ Contractor's proposal or quote,

- ☐ City's Insurance Requirements,
- ☐ City's Indemnification Requirements,
- ☐ Payment Bond,
- ☐ Performance Bond,

as well as any attachments or exhibits that are made a part of any of the "checked documents". This Contract and, if a "checked document", the General Conditions to Contract, Supplementary Conditions, the Solicitation, Scope of Services and "other documents", shall take precedent over the proposal. The "checked documents" are attached hereto and made a part hereof by reference.

3) **Date of Commencement:** The Contractor shall commence the performance under this Contract on a date to be specified in a Notice to Proceed, or Purchase Order ("Work Commencement Date"), and shall complete the performance hereunder within _____ days or the length of time set forth in the Contract Documents, whichever is the shorter period of time. Time is of the essence.

4) **Primary Contacts:** The person in charge of administering this Agreement on behalf of the CITY is the City Manager or such other person as the City Manager may designate in writing. The primary contact person for the CONTRACTOR shall be _____.

5) **Scope of Services:** The goods and/or services to be provided are as set forth in the "checked documents".

6) **Compensation:** The Contractor's compensation for the performance of this contract (**hereinafter** referred to as the Contract Price) **shall** be as set forth in Contractor's response to the City's written solicitation, if any, or, if none, then as set out in Contractor's proposal or quote, whichever is applicable, and as modified by the Contract Documents.

7) **Hours of Work:** In the event that this contract requires the performance of services, it is presumed that the expenses of performing Work after regular working hours, and on Sunday and legal holidays is included in the Contract Price. However, nothing contained herein shall authorize work on days and during hours that are otherwise prohibited by ordinance unless specifically authorized or instructed in writing by the City.

8) **Time Provisions:** The term of this Agreement shall commence on the Work Commencement Date and shall continue for _____ until it expires on _____, unless earlier terminated according to any of the terms of this Agreement. Notwithstanding the foregoing, this Agreement may be extended by an additional _____ period if the extension is in writing and signed by the City Manager. An extension of the term of this Contract is at the CITY's sole and absolute discretion.

9) **Termination:** This contract may be terminated without cause by the City with 30 days of advanced written notice. This provision supersedes and takes precedence over any contrary provisions for termination contained in the Contract Documents.

10) **Applicable Law and Venue:** Florida law shall apply to the interpretation and enforcement of this contract. Venue for all proceedings shall be in Miami-Dade County, Florida.

11) **Insurance, Indemnification & Bonding:** CONTRACTOR shall comply with the insurance, indemnification and bonding requirements set forth in the Contract Documents.

12) **Liquidated Damages:** In the event that the Contractor shall fail to complete the Work within the time limit set forth in the Contract Documents, or the extended time limit agreed upon, in accordance with the procedure as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$_____ dollars per day until the Work is completed.

13) **Jury Trial Waiver:** The parties waive their right to jury trial.

14) **Entire Agreement, Modification, and Non-waiver:** The Contract Documents constitute the entire agreement of the parties and supersedes any prior agreements, written or oral. The Contract Documents may not be modified or amended except in writing, signed by both parties hereto. The Contract Documents, in general, and this paragraph, in particular, shall not be modified or amended by any acts or omissions of the parties. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver. No waiver of the Contract Documents, in whole or part, including the provisions of this paragraph, may be implied by any act or omission.

15) **Public Records:** CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or Services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project.

16) IN WITNESS WHEREOF, the parties, have executed this Contract with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

[Insert name of Contractor]

By: _____

(Print name and title above)

CITY OF SOUTH MIAMI

ATTESTED:

By: _____

Maria M. Menendez, CMC
City Clerk

By: _____

Steven Alexander
City Manager

Read and Approved as to Form, Language,
Legality and Execution thereof:

By: _____

Thomas F. Pepe, Esq.
City Attorney

Exhibit I

INSURANCE AND INDEMNIFICATION

I.1 Insurance -

- A. Without limiting its liability, the vendor, contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

- B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

2.1 Firm's Insurance Generally

The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

- A. Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the

limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub- Contractors or assigns, or by any person employed or retained by him in connection with this Contact. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Contact. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable.

- B. Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws.
- C. Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:
- Personal Injury: \$1,000,000;
 - Medical Insurance: \$5,000 per person;
 - Property Damage: \$500,000 each occurrence;
 - Automobile Liability: \$1,000,000 each accident/occurrence.
 - Umbrella: \$1,000,000 per claim
- D. Umbrella Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- (1) Premises and Operation
 - (2) Independent Contractors
 - (3) Products and/or Completed Operations Hazard
 - (4) Explosion, Collapse and Underground Hazard Coverage
 - (5) Broad Form Property Damage
 - (6) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
 - (7) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

- E. Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional Two Million Dollar (\$2,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:
 - (1) Owned Vehicles.
 - (2) Hired and Non-Owned Vehicles
 - (3) Employers' Non-Ownership

3.1 SUBCONTRACTS:

The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in section 5.1 above and 5.4 below and substituting the word SUBCONTRACTOR for the word FIRM and substituting the word FIRM for CITY where applicable.

4.1 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

- A. In the event that this contract involves the construction of a structure by the FIRM, the FIRM shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Property Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement value of the insured property. The policy shall be in the name of the CITY and the FIRM, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.
- B. All of the provisions set forth in Section 5.4 herein below shall apply to this coverage unless it would be clearly not applicable.

5.1 Miscellaneous:

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract. The CITY shall have the option, but not the duty, to pay any unpaid premium and the right to terminate or cancel the policy thereafter without notice to FIRM or liability on the part of the CITY to the FIRM for such cancellation.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.

- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- D. Before starting the Work, the FIRM shall deliver to the CITY and FIRM certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best’s Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM must provide a “certified copy” of the Policy (as defined in Article I of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:
- (1) an endorsement to the policy stating:
“The City of South Miami is an additional named insured with the right but not the obligation to pay any unpaid premium and providing that the city does not have any duty or obligation to provide first notice of claim for any liability it incurs and that arises out of the acts, omissions or operations of the named insured. The insurer will pay all sums that the City of South Miami becomes legally obligated to pay as damages because of ‘bodily injury’, ‘property damage’ , or ”personal and advertising injury” and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B”;
 - (2) an endorsement that states:
“This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami 20 days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City.”

6.1 Indemnification

- A. The FIRM accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the FIRM or anyone acting through or on behalf of the FIRM.

- B. The FIRM agrees to indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees incidental there to, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the FIRM, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, which arises out of or is concerning the use of CITY property or the service, operation or performance of any work that is being performed for the CITY or of any event that is occurring on the CITY's property.
- C. The FIRM shall pay all losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them.
- D. The FIRM agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the FIRM, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the FIRM, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the FIRM, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.
- E. The FIRM has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

EXHIBIT 2

AFFIDAVITS AND FORMS

SUBMISSION REQUIREMENTS

1. Respondent's Sworn Statement Under Section 287.133(3)(A), Florida Statutes, on **Attachment #1 "Public Entity Crimes and Conflicts of Interest Affidavit,"** shall be completed and provided with the proposal submittal.
2. Neither the individual(s)/firm, nor any of his/her/its employees shall be permitted to represent any client before the Commission or any Committee, department or agency of the City, and shall agree not to undertake any other private representation which might create a conflict of interest with the City. The individual(s)/firm may not represent any Commission member, individually, or, any member of their family or any business in which the Commission member of their family has an interest.
3. All proposals received will be considered public records. The City will consider all **quotations** using such criteria as the Commission or City Manager may adopt at either of their sole discretion. The individual(s)/firm selected will be required to enter into a formal agreement with the City in a form satisfactory to the City, prior to the execution of which the City shall reserve all rights, including the right to change its selection.
4. Respondent's **Attachment #2 "Drug Free Workplace"** form shall be completed and provided with the proposal submittal.
5. Respondent's **Attachment #3 "No Conflict of Interest/Non Collusion Affidavit,"** shall be completed and provided with the proposal submittal.
6. Respondent's **Attachment #4 "Acknowledgement and Conformance with OSHA Standards,"** shall be completed and provided with the proposal submittal.
7. Respondent's **Attachment #5 "Related Party Transaction Verification Form"** shall be completed and provided with the proposal submittal.

ATTACHMENT #1 PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDERS must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- I. This sworn statement is submitted to _____
[print name of the public entity]
- by _____
[print individual's name and title]
- for _____
[print name of entity submitting sworn statement]
- whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or

without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services led by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20 ____

____ Personally known or
____ Produced identification

Notary Public – State of _____

My commission expires _____

(Type of identification)

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)

ATTACHMENT #2 “DRUG FREE WORKPLACE”

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees, that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER's

Signature: _____

Print Name: _____

Date: _____

ATTACHMENT #3 "NO CONFLICT OF INTEREST/NON COLLUSION AFFIDAVIT"

Submitted this _____ day of _____, 20_____,

The undersigned, as Bidder/Proposer, declares that the only persons interested in this RFP are named herein; that no other person has any interest in this RFP or in the Contract to which this RFP pertains; that this response is made without connection or arrangement with any other person; and that this response is in every respect fair and made in good faith, without collusion or fraud.

The Bidder/Proposer agrees if this response/submission is accepted, to execute an appropriate CITY document for the purpose of establishing a formal contractual relationship between the Bidder/Proposer and the CITY, for the performance of all requirements to which the response/submission pertains.

The Bidder/Proposer states that this response is based upon the documents identified by the following number: Bid/RFP

The full-names and residences of persons and firms interested in the foregoing bid/proposal, as principals, are as follows:

Name	Street Address	City	State	Zip

The Bidder/Proposer further certifies that this response/submission complies with section 4(c) of the Charter of the City of Miami, Florida, that, to the best of its knowledge and belief, no Commissioner, Mayor, or other officer or employee of the CITY has an interest directly or indirectly in the profits or emoluments of the Contract, job, work or service to which the response/submission pertains.

Signature: _____

Printed Name: _____

Title: _____

Telephone: _____

Company Name _____

Continuation of Attachment #3No Conflict of inter/Non-Collusion Certification

NOTARY PUBLIC:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ (name of person whose signature is being notarized) who is

_____ Personally known to me, or

_____ Personal identification:

Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

SEAL

(Name of Notary Public: Print, Stamp
or type as commissioned.)

FAILURE TO COMPLETE, SIGN, & RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

**ATTACHMENT #4 “ACKNOWLEDGEMENT AND CONFORMANCE WITH OSHA
STANDARDS”**

TO THE CITY OF SOUTH MIAMI

We, _____, (Name of Contractor), hereby acknowledge and agree that as Contractors for this Solicitation, as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of South Miami against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (subcontractor’s names):

to comply with such act or regulation.

CONTRACTOR

Witness

BY: _____

Name

Title

FAILURE TO COMPLETE, SIGN, & RETURN THIS FORM MAY DISQUALIFY YOUR RESPONSE

ATTACHMENT #5 "RELATED PARTY TRANSACTION VERIFICATION FORM"

I _____, individually and on behalf of _____
("Firm") have Name of Representative Company/Vendor/Entity read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City[See Note #1 below], and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

_____ (if
necessary use a separate sheet to supply additional information that will not fit on this line but make reference on the line above to the separate sheet, i.e., "see attached additional information" and make reference to this document and this paragraph on to the additional sheet which additional sheet must be signed under oath). [See Note #1 below]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their use a separate names:

_____ (if necessary use a separate
sheet to supply additional information that will not fit on this line but make reference on the line above to the separate sheet, i.e., "see attached additional information" and make reference to this document and this paragraph on to the additional sheet which additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

_____ (if
necessary use a separate sheet to supply additional information that will not fit on this line but make reference on the line above to the separate sheet, i.e., "see attached additional information" and make reference to this document and this paragraph on to the additional sheet which additional sheet must be signed under oath). [See Note #1 below]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or

Note # 1: While the ethics code still applies, if the person executing this form is doing so on behalf of a firm with more than 15 employees, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees; if the firm is a publicly traded company, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or of those who have a financial interest in the Firm or of the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee or as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members.

benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as follows:

_____ (if necessary use a separate sheet to supply additional information that will not fit on this line but make reference on the line above to the separate sheet, i.e., "see attached additional information" and make reference to this document and this paragraph on to the additional sheet which additional sheet must be signed under oath).

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: _____ (if necessary use a separate sheet to supply additional information that will not fit on this line but make reference on the line above to the separate sheet, i.e., "see attached additional information" and make reference to this document and this paragraph on to the additional sheet which additional sheet must be signed under oath). [**See Note #1 below**]; and.

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following:

_____ (if necessary use a separate sheet to supply additional information that will not fit on this line but make reference on the line above to the separate sheet, i.e., "see attached additional information" and make reference to this document and this paragraph on to the additional sheet which additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I

Note # 1: While the ethics code still applies, if the person executing this form is doing so on behalf of a firm with more than 15 employees, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees; if the firm is a publicly traded company, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or of those who have a financial interest in the Firm or of the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee or as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members.

have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: _____

Print Name & Title: _____

Date: _____

ATTACHED:

Sec. 8A-1 - Conflict of interest and code of ethics ordinance.

Municode Page 10f4

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) Designation.

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) Definitions. For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) Prohibition on transacting business with the city.

Note # 1: While the ethics code still applies, if the person executing this form is doing so on behalf of a firm with more than 15 employees, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees; if the firm is a publicly traded company, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or of those who have a financial interest in the Firm or of the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee or as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) Further prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1) Definition. The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) Exceptions. The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;

Note # 1: While the ethics code still applies, if the person executing this form is doing so on behalf of a firm with more than 15 employees, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees; if the firm is a publicly traded company, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or of those who have a financial interest in the Firm or of the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee or as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members.

- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph(3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) Compulsory disclosure by employees of firms doing business with the city.

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) Exploitation of official position prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) Prohibition on use of confidential information.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) Conflicting employment prohibited.

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) Prohibition on outside employment.

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

- a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

Note # 1: While the ethics code still applies, if the person executing this form is doing so on behalf of a firm with more than 15 employees, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees; if the firm is a publicly traded company, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or of those who have a financial interest in the Firm or of the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee or as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause. .

(k) Prohibited investments.

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) Certain appearances and payment prohibited.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) Actions prohibited when financial interests involved.

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) Acquiring financial interests.

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) Recommending professional services.

Note # 1: While the ethics code still applies, if the person executing this form is doing so on behalf of a firm with more than 15 employees, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees; if the firm is a publicly traded company, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or of those who have a financial interest in the Firm or of the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee or as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members.

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

(p) Continuing application after city service.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) City attorney to render opinions on request.

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

(Ord. No. 6-99-1680, § 2, 3-2-99)

Editor's note- Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan . . .11, 1969.

Note # 1: While the ethics code still applies, if the person executing this form is doing so on behalf of a firm with more than 15 employees, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees; if the firm is a publicly traded company, the statement in this section shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or of those who have a financial interest in the Firm or of the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee or as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members.